

# EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CASE NO. 20STCV33296

GABRIELA CASTANON, ALEJANDRO  
ROMERO, LEONOR CARRILLO, ADAN  
CARRILLO

Plaintiffs,

v.

IRMA ACEVEDO FERNANDEZ a.k.a IRMA  
A. FERNANDEZ, and DOES 1-10, Inclusive

Defendants

COMPLAINT FOR:

1. TORTIOUS BREACH OF THE  
WARRANTY OF HABITABILITY  
(Negligence);
  2. TORTIOUS BREACH OF THE  
WARRANTY OF HABITABILITY  
(Intentional Tort);
  3. BREACH OF THE WARRANTY OF  
HABITABILITY (Statute).
  4. BREACH OF THE WARRANTY OF  
HABITABILITY (Contract);
  5. NUISANCE (CIVIL CODE §3479)
  6. BREACH OF COVENANT OF QUIET  
ENJOYMENT (Negligence)
  7. BREACH OF COVENANT OF QUIET  
ENJOYMENT (Intentional Tort)
  8. UNLAWFUL COLLECTION OF RENT  
AND EXCESSIVE COLLECTION OF  
RENT
  9. FAILURE TO PAY RELOCATION  
ASSISTANCE (Violation of LAMC  
§§151.00, *et seq*)
  10. UNLAWFUL BUSINESS PRACTICES  
IN VIOLATION OF BP§17200 ET SEQ.  
CC§1942.4
- DEMAND FOR JURY TRIAL

**COME NOW PLAINTIFF AND ALLEGES THE FOLLOWING ON  
INFORMATION AND BELIEF AND DEMAND TRIAL BY JURY:**

**THE PARTIES**

1  
2 1. Plaintiff GABRIELA CASTANON (hereafter “Plaintiff CASTANON”) was, at all  
3 relevant times, an adult female and a tenant of the residential property located at 4710 S. Figueroa  
4 Street, Los Angeles, Los Angeles, California (hereafter “the Subject Property”). Plaintiff  
5 CASTANON, who resided in an illegal dwelling in the rear of the Subject Property (hereafter  
6 “Dwelling 1”), was a resident and tenant of the Dwelling, pursuant to an oral rental agreement,  
7 from March, 2017, to February, 2020, and, at all material times, satisfied her lease and has been in  
8 lawful possession of his dwelling.  
9

10 2. Plaintiff ALEJANDRO ROMERO (hereafter “Plaintiff ROMERO”) was, and at all  
11 relevant times was, an adult male and a tenant at the Subject Property. Plaintiff ROMERO, who  
12 resided with CASTANON in Dwelling 1, was a resident and tenant of the Dwelling, pursuant to  
13 an oral rental agreement, from March, 2017, to February, 2020, and, at all material times, satisfied  
14 his lease and has been in lawful possession of his dwelling.  
15

16 3. Plaintiff LEONOR CARRILLO (hereafter “Plaintiff CARRILLO”) was, at all relevant  
17 times, an adult female and a tenant at the Subject Property. Plaintiff CARRILLO, who resided in  
18 an illegal dwelling in the rear of the Subject Property (hereafter “Dwelling 2”), was a resident and  
19 tenant of the Dwelling, pursuant to an oral rental agreement, from approximately 2014, to  
20 February, 2020, and, at all material times, satisfied her lease and has been in lawful possession of  
21 his dwelling.  
22

23 4. Plaintiff ADAN CARRILO (hereafter “Plaintiff ADAN”) was, at all relevant times, an  
24 adult male and a tenant in Dwelling 2. Plaintiff CASTANON, who resided with his mother  
25 Plaintiff CARRILLO, was a resident and tenant of the Dwelling, pursuant to an oral rental  
26 agreement, from approximately 2014, to February, 2020,  
27

28 5. On information and belief, Plaintiffs allege Defendant IRMA ACEVEDO FERNANDEZ

1 aka IRAM A. FERNANDEZ (hereafter “Defendant FERNANDEZ”), is an individual, is now, and  
2 is at all material times mentioned herein was, a resident of the State of California, conducting  
3 business in the State of California, County of Los Angeles. Plaintiffs are informed and believe,  
4 and thereon allege that, at all material times herein, Defendant FERNANDEZ, has been an owner,  
5 operator, and manager of the Dwelling, has exercised real or apparent authority regarding it, or has  
6 been an employee and/or agent of the owner, and has been responsible for maintaining the  
7 Dwelling in a lawful, habitable condition.

8  
9 6. The true names and/or capacities, whether individual, corporate, associate or otherwise, of  
10 Defendants DOES 1 through 10, inclusive, are unknown to Plaintiffs at this time, and who  
11 therefore sue said Defendants by such fictitious names. Plaintiffs is informed and believes and  
12 thereupon alleges that each of the Defendants fictitiously named herein as a DOE are legally  
13 responsible, negligently or in some other actionable manner, for the events and happenings  
14 hereinafter referred to, and thereby proximately and legally caused the injuries and damages to  
15 Plaintiffs as hereinafter alleged. Plaintiffs will ask leave of court to amend this Complaint to  
16 insert the true names and/or capacities of such fictitiously named Defendants when the same have  
17 been ascertained.

18  
19 7. At all times mentioned herein, each of the Defendants and DOES was the agent, employee  
20 and representative of every other Defendant and DOES, and in doing the things hereinafter  
21 alleged, was acting within the course and scope of such agency, service and representation, and  
22 directed, aided and abetted, authorized or ratified each and every act and conduct hereinafter  
23 alleged.

24  
25 8. At all times mentioned herein, each of the Defendants was the co-tortfeasor of each of the  
26 other Defendants in doing the things hereinafter alleged.

27 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

1 9. Defendant FERNANDEZ is the owner of a property located at 4710 S. Figueroa Street,  
2 Los Angeles, California (hereafter “The Subject Property”). Defendant FERNANDEZ constructed  
3 two illegal dwellings in the rear of the Subject Property, which she rented to Plaintiffs.

4 10. On or about March, 2017, Plaintiffs CASTANON and ROMERO rented a dwelling at the  
5 Subject Property. Plaintiffs CASTANON and ROMERO entered into an oral agreement with  
6 Defendant for the rental of a rear unit (hereafter “Dwelling Unit 1”) located at the rear of the  
7 Subject Property. The lease provided for Plaintiffs to rent the rear unit for the monthly rental  
8 amount of \$850.00, payable monthly. Defendant would pay all utilities, including gas, water and  
9 electricity.  
10

11 11. On or about 2014, Plaintiff CARRILLO rented a dwelling at the Subject Property. Plaintiff  
12 CARRILLO entered into an oral agreement with Defendant for the rental of a rear unit (hereafter  
13 “Dwelling Unit 2”) located at the rear of the Subject Property. The lease provided for Plaintiff  
14 CARRILLO to rent the rear unit for the monthly rental amount of \$1,200.00, payable monthly.  
15 The unit was to be occupied by Plaintiff CARRILLO and her son Plaintiff ADAN. Defendant  
16 would pay all utilities, including gas, water and electricity.  
17

18 12. An implied term of the Plaintiffs’ tenancy is that in exchange for the rent paid to live at the  
19 Dwelling, Plaintiffs were to receive a rental unit that is in habitable condition as defined by law.

20 13. Plaintiffs, at all relevant times, were tenants of the Dwellings at the Subject Property in  
21 lawful possession of their dwelling pursuant to the oral rental agreement with Defendant. Plaintiffs  
22 resided as tenants in the Dwelling Units at the Subject Property during the period in which  
23 Defendant owned and managed and exercised possession and control of the Dwelling. At all  
24 relevant times, Plaintiffs paid rent on a monthly basis to Defendant and/or for the benefit of  
25 Defendant and maintained a month-to-month tenancy of the Dwelling at the Subject Property.  
26

27 14. During Plaintiffs CASTANON and ROMERO’s tenancy under Defendant’s ownership and  
28

1 management of the Subject Property the condition of in Dwelling Unit 1 was substandard and in  
2 violation of numerous health and housing codes. During Defendant's ownership and  
3 management, the Dwelling suffered from the following substandard condition, including but not  
4 limited to: cockroach and bed bug infestation; mold on ceiling and windows; defective window  
5 screens; deteriorated and worn walls and ceilings; lack of heat and/or heating mechanisms; faulty  
6 and leaking pipes; lack of proper electrical wiring, faulty wiring; lack of sanitary bathroom; worn  
7 or broken flooring; unsanitary ineffective waterproofing and weatherproofing. In fact, the  
8 Dwelling was illegal, illegally constructed with out inspections or permits.  
9

10 15. During Plaintiffs CARRILLO and ADAN's tenancy under Defendant's ownership and  
11 management of the Subject Property the condition of in Dwelling Unit 2 was substandard and in  
12 violation of numerous health and housing codes. During Defendant's ownership and  
13 management, the Dwelling suffered from the following substandard condition, including but not  
14 limited to: cockroach and mice infestation; mold on ceiling and windows; defective window  
15 screens; deteriorated and worn walls and ceilings; lack of heat and/or heating mechanisms; faulty  
16 and leaking pipes; lack of proper electrical wiring, faulty wiring; lack of sanitary bathroom; lack  
17 of functional toilet, peeling paint; unsanitary ineffective waterproofing and weatherproofing. In  
18 fact, the Dwelling was illegal, illegally constructed with out inspections or permits.  
19

20 16. On or about July 18, 2016, the Los Angeles Housing & Community Investment  
21 Department inspected the Subject Property and issued to Defendant a Notice and Order of  
22 Abatement. The Notice determined the Dwellings constituted illegal construction and ordered  
23 Defendant to "remove the unapproved portion or alteration and restore structure to its originally  
24 approved condition or obtain the required permits and inspection approvals." Despite knowing the  
25 structures were illegal, Defendant proceeded to rent them to Plaintiffs.  
26

27 17. Similarly, the substandard conditions at the Dwellings were so bad that the Dwellings were  
28

1 determined to be an illegal and un-permitted dwellings by the City of Los Angeles Department of  
2 Building & Safety (DBS). The DBS issued a Substandard Order in November, 2019. The DBS  
3 determined the Dwellings occupied by Plaintiffs were illegally constructed dwellings without a  
4 certificate of occupancy. The Substandard Order ordered Defendant to secure the proper permits  
5 and bring the dwelling up to code or discontinue its use as a residential dwelling by December,  
6 2019.

7 18. Defendant failed to comply with the Notice from HCIDLA or the Order from DBS.

8 Instead, Defendant engaged in a pattern of harassment designed for Plaintiffs to vacate the  
9 dwelling without Defendant having to pay the relocation benefits required by the Los Angeles  
10 Rent Stabilization Ordinance.

11 19. In fact, Defendant refused demands to repair the Dwellings or pay relocation, demanding  
12 that Plaintiffs immediately vacate the Dwellings. The harassment and conditions became so bad  
13 Plaintiffs vacated the Dwellings in February, 2020, and never received the relocation amount  
14 Defendant was required to pay under the Los Angeles Municipal Code.

15 20. Plaintiffs did not cause any of the problems with her dwelling, and at various times  
16 notified Defendant and his agents of various problems with their Dwelling. Additionally,  
17 Defendant was issued the Substandard Order and was aware of the violations. As such, Defendant  
18 had knowledge of the numerous violations at Plaintiffs' dwelling.

19 21. While owning and maintaining the Subject Property, Defendant failed to maintain the  
20 Dwellings in habitable condition despite numerous complaints from Plaintiffs and notices from  
21 governmental agencies.

22 22. Furthermore, Plaintiffs are informed and believe, and thereon allege, that any tenant who is  
23 displaced or subject to displacement from a residential rental unit as a result of any order requiring  
24 the vacation of the unit by an Enforcement Agency, shall be entitled to relocation benefits payable  
25

1 by the landlord to the tenant pursuant to Section 163.03 L.A.M.C. in the amounts prescribed in  
2 Section 163.05 L.A.M.C. As of the date Plaintiffs vacated the Dwellings Defendant had not paid  
3 relocation, in any sum, to Plaintiffs.

4 23. Defendant had actual and/or constructive knowledge of their legal obligation to comply  
5 with the requirements of LARSO, L.A.M.C. §151.00 *et seq.*, and their legal obligation to follow  
6 the procedures set forth in LARSO, and of making the Relocation Assistance payment to  
7 Plaintiffs, however, Defendant failed and/or refused to comply.

8  
9 24. Furthermore, a landlord may not demand, accept or retain rent for any dwelling-unit unless  
10 said dwelling-unit has been registered with the City of Los Angeles Housing + Community  
11 Investment Department as required by law. Defendant failed to register Plaintiffs' unit. Since  
12 Plaintiffs' Unit was not registered according to legal requirements, Defendant did not have any  
13 legal right to collect *any* rent from Plaintiffs and thus any rent collected is a violation of L.A.M.C.  
14 §151.04.

15  
16 25. As a direct and proximate consequence of the defective conditions and Defendant's refusal  
17 to abate habitability conditions described herein, along with Defendant's refusal to comply with  
18 the requirements of LARSO, L.A.M.C. Sec. 151.00 *et seq.*, Defendant's acts have directly and/or  
19 proximately caused Plaintiffs to suffer from property damage, loss of personal property and  
20 personal effects, monetary damage in the form of rent paid, which Defendant had no legal right to  
21 demand, collect or retain, Plaintiffs have suffered out-of-pocket expenses, physical injuries, loss of  
22 sleep, fatigue, loss of appetite, frequent and extreme annoyance, discomfort, inconvenience, stress,  
23 anxiety and fear.

24  
25 26. Defendant's conduct as described herein has been grossly negligent, malicious and,  
26 oppressive, without regard to Plaintiffs' rights and wellbeing, thereby entitling each Plaintiff to  
27 punitive damages in an amount to be determined at trial.



**FIRST CAUSE OF ACTION**  
**TORTIOUS BREACH OF THE WARRANTY OF HABITABILITY**  
**(Negligence)**  
**(By All Plaintiffs Against All Defendants and DOES 1-10)**

27. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs of this Complaint as though set forth herein.

28. By virtue of the landlord-tenant relationship, Defendant owed Plaintiffs the duty to comply with building, fire, health and safety codes, ordinance, regulations and other laws and to maintain the premises in a habitable condition, fit for human habitation.

29. Defendant has breached this duty and the implied warranty of habitability by failing to correct the substandard conditions complained of herein.

30. Defendant knew, or reasonably should have known, that Plaintiffs would suffer damages as a result of this breach. Each Plaintiff has been damaged by Defendant's conduct in an amount equal to rents due and paid by each Plaintiff during the life of each Plaintiff's tenancy, or in an amount to be proven at time of trial.

31. As a direct and proximate result of Defendant's conduct, each Plaintiff has suffered and will continue to suffer illness, physical injury, mental stress, emotional stress, discomfort, annoyance, inconvenience, anxiety, loss in the value of his/her lease hold, property damage and loss of income, all to each Plaintiff's damage in an amount to be determined at time of trial, but which amount is within the jurisdictional requirements of this Court.

**SECOND CAUSE OF ACTION**  
**TORTIOUS BRACH OF THE WARRANTY OF HABITABILITY**  
**(Intentional Tort)**  
**(By All Plaintiffs Against All Defendants and DOES 1-10)**

32. Plaintiffs re-allege, and incorporate by reference each and every allegation contained in the preceding paragraphs of this Complaint as though set forth herein.

1 The defective conditions alleged herein constituted violations of state and local housing laws and  
2 posed severe health, safety and fire hazards and breached the implied warranty of habitability.

3 33. Defendant had actual and constructive notice of the defective conditions alleged herein, but  
4 despite such notice, failed to adequately repair and abate the conditions at the Subject Property.

5  
6 34. Neither Plaintiffs, nor anyone acting under their authority, cause, create or contribute to the  
7 existence of the defective conditions alleged herein; and these were not caused by the wrongful or  
8 abnormal use of the premises.

9  
10 35. By failing to correct said defective conditions, Defendant breached the warranty of  
11 habitability implied in all rental contracts under California law.

12 36. Defendant knew, or reasonably should have known, that permitting said defective  
13 conditions to exist threatened the physical and emotional health and wellbeing of Plaintiffs, and  
14 posed a serious threat and danger to their health and safety. Yet, these conditions occurred and  
15 existed on an ongoing basis, showing a pattern and practice of deliberately inadequate property  
16 management. The failure to adequately correct the defective conditions was thus knowing,  
17 intentional, and malicious. Plaintiffs are therefore each entitled to exemplary and punitive  
18 damages in an amount to be determined at trial.  
19

20 37. Further, as a direct and proximate result of Defendant's breach of the warranty of  
21 habitability, Plaintiffs, and each of them, sustained special, general and property damage in  
22 amounts to be determined at trial, but which amount is within the jurisdictional requirements of  
23 this Court.  
24

25 38. Defendant's conduct in tortuously breaching the implied warranty of habitability has been  
26 grossly negligent, malicious and oppressive, thereby entitling each Plaintiff to exemplary and  
27 punitive damages in an amount to be determined at trial.  
28

**THIRD CAUSE OF ACTION**  
**BREACH OF WARRANTY OF HABITABILITY**  
(Statute)  
(By All Plaintiffs Against All Defendants and DOES 1-10)

39. Plaintiffs re-allege, and incorporate by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

40. Defendant violated California Civil Code section 1942.4 by not correcting conditions cited by government housing agencies within thirty-five (35) days of issuance of the citations.

41. Each Plaintiff has been damaged by Defendant's conduct in an amount equal to rents due and paid by each Plaintiff during the life of each Plaintiff's tenancy, or in an amount to be proven at trial. In addition, pursuant to California Civil Code section 1942.4, subdivision (b) (1), each Plaintiff is entitled to special damages in an amount not less than \$100 nor more than \$5,000, and reasonable attorneys' fees pursuant to subdivision (b)(2).

**FOURTH CAUSE OF ACTION**  
**BREACH OF WARRANTY OF HABITABILITY**  
(Contract)  
(By All Plaintiffs Against All Defendants and DOES 1-10)

42. Plaintiffs re-allege, and incorporate by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

43. Implied in the rental agreement between Plaintiffs and Defendant was a warranty that the premises are and will be maintained in habitable condition.

44. Defendant breached and continue to breach the implied warranty of habitability in renting and maintaining said property in a dangerous, defective and unhealthful condition as set forth above and in failing to correct said housing and building safety violations so as to make the property fit for human habitation as set forth above and defined by, but not limited to, California Civil Code section 1941.1.

1 45. Defendant been notified in writing by government agencies responsible for enforcement of  
2 housing laws that the premises are substandard, unfit for human habitation and require correction.  
3 On numerous occasions, Plaintiffs also requested that Defendant make the necessary repairs to  
4 abate the existing inhabitable conditions, but Defendant failed and/or refused to do so. Despite  
5 said requests, Defendant refused to and did not correct the aforesaid conditions.

6  
7 46. Plaintiffs have paid or attempted to pay rent to Defendant, or for the benefit of Defendant,  
8 throughout the period during which the substandard conditions listed above have existed.

9 47. Neither Plaintiffs, nor anyone acting under their authority, cause, create or contribute to the  
10 existence of the substandard conditions alleged herein; and these were not caused by the wrongful  
11 or abnormal use of the premises.  
12

13 48. Plaintiffs have been damaged by Defendant's conduct, in amounts equal to rent that has  
14 been paid to Defendant during the life of each tenancy or in amounts to be proved at trial.

15 **FIFTH CAUSE OF ACTION**

16 **PRIVATE NUISANCE**

17 (By All Plaintiffs Against All Defendants and DOES 1-10)

18 49. Plaintiffs re-allege, and incorporate by reference each and every allegation contained in the  
19 preceding paragraphs of this Complaint as though set forth herein.

20  
21 50. The conditions of the Subject Property that the Defendant caused constitute a private  
22 nuisance within, but not limited to the meaning of Civil Code Section 3479 because the defective  
23 conditions were injurious to the health and safety of Plaintiffs, indecent and offensive to the  
24 Plaintiffs and interfered substantially with the Plaintiffs' comfortable enjoyment of the Subject  
25 Property.

26  
27 51. These conditions constituted substantial and unreasonable interference with Plaintiffs'  
28 private use and enjoyment of their tenancy.

1 52. As a direct and proximate result of the private nuisance, Plaintiffs sustained general,  
2 special and property damage in amounts to be determined at trial.

3 53. Further, Defendant had actual notice of said conditions and the need to abate them. Yet,  
4 despite actual notice, these conditions existed and occurred on an ongoing basis, showing a pattern  
5 and practice of deliberately inadequate property management. Defendant's failure to adequately  
6 correct said defective conditions and abate said nuisance was thus knowing, intentional, and  
7 malicious. Plaintiffs are therefore each entitled to exemplary and punitive damages in an amount  
8 to be determined at trial.  
9

10  
11 **SIXTH CAUSE OF ACTION**  
12 **BREACH OF COVENANT OF QUIET ENJOYMENT**  
(Negligence)  
(By All Plaintiffs Against All Defendants and DOES 1-10)

13 54. Plaintiffs re-allege, and incorporate by reference each and every allegation contained in the  
14 preceding paragraphs of this Complaint as though fully set forth herein.

15 55. The covenant of quiet enjoyment is codified in California Civil Code Section 1927.  
16 Implied in the rental agreement between Defendant and each Plaintiff was a covenant that  
17 Defendant would not interfere with each Plaintiff's quiet enjoyment of the premises during the  
18 term of his/her tenancy  
19

20 56. Defendant had a duty to abide by the implied covenant of quiet enjoyment. Defendant  
21 breached this duty and the implied covenant by their conduct, their acts and their failure to act as  
22 described above, including, but not limited to, failing to repair unsafe, unsanitary and  
23 uninhabitable conditions at the premises and failing to maintain the premises in habitable  
24 conditions.  
25

26 57. Defendant knew, or reasonably should have known, that Plaintiffs would suffer damage as  
27 a result of this breach. As a direct and proximate result of Defendant's breach of the covenant of  
28

1 quiet enjoyment, the value of the leasehold held by each Plaintiff has been diminished.

2 Consequently, each Plaintiff was damaged in an amount equal to the rental payments due and paid  
3 during each of Plaintiffs' leasehold, or in an amount to be proven at time of trial.

4 58. As a direct and proximate result of Defendant's conduct, each Plaintiff has suffered and  
5 will continue to suffer illness, physical injury, mental stress, emotional stress, discomfort,  
6 annoyance, inconvenience, worry, anxiety, property damage and loss of income, all to each  
7 Plaintiff's damage in an amount to be determined at trial, but which amount is within the  
8 jurisdictional requirements of this court.  
9

10 59. Defendant's conduct in breaching the covenant of quiet enjoyment has been grossly  
11 negligent, malicious and oppressive, thereby entitling each Plaintiff to punitive damages in an  
12 amount to be determined at trial.  
13

14 **SEVENTH CAUSE OF ACTION**  
15 **BREACH OF COVENANT OF QUIET ENJOYMENT**  
16 **(Intentional Tort)**  
**(By All Plaintiffs Against All Defendants and DOES 1-10)**

17 60. Plaintiffs re-allege, and incorporate by reference each and every allegation contained in the  
18 preceding paragraphs of this Complaint as though fully set forth herein.

19 61. Defendant breached the implied covenant of quiet enjoyment through their conduct as  
20 described above, including, but not limited to, willfully failing and/or refusing to repair unsafe,  
21 unsanitary and uninhabitable conditions at the premises and willfully failing and/or refusing to  
22 maintain the premises in a habitable condition.  
23

24 62. As a direct and proximate result of Defendant's breach of the covenant of quiet enjoyment,  
25 the value of the leasehold held by each Plaintiff has been diminished. Consequently, each Plaintiff  
26 has been damaged in an amount equal to the rental payments due and paid during each Plaintiff's  
27 leasehold or in an amount to be proven at trial.  
28

63. As a direct and proximate result of Defendant's conduct, each Plaintiff has suffered and will continue to suffer illness, physical injury, mental stress, worry, emotional stress, discomfort, inconvenience, annoyance, anxiety, loss of value his leasehold, property damage, and loss of income, all to each Plaintiff's damage in an amount to be determined at trial, but which amount is within the jurisdictional requirements of this court Defendant's conduct in breaching the implied covenant of quiet enjoyment has been intentional, malicious and oppressive, thereby entitling each Plaintiff to punitive damages in an amount to be determined at trial.

**EIGHTH CAUSE OF ACTION**

**UNLAWFUL COLLECTION OF RENT AND COLLECTION OF EXCESSIVE RENT**  
(Los Angeles Municipal Code §§ 151.04; 151.05; 151.10)  
(By All Plaintiffs Against All Defendants and DOES 1-10)

64. Plaintiffs re-allege, and incorporate by reference each and every allegation contained in the preceding paragraphs of this Complaint as though set forth in full herein.

65. Between March, 2017, and February, 2020, Plaintiffs ROMERO and CASTENON were in a landlord-tenant relationship with Defendant. Plaintiffs entered into an oral rental agreements and paid rent to Defendant pursuant to their rental agreement. This landlord-tenant relationship continued uninterrupted until Plaintiffs ROMERO and CASTANON vacated Dwelling Unit 1.

66. Between 2014, and February, 2020, Plaintiffs CARRILLO and her son Plaintiff ADAN were in a landlord-tenant relationship with Defendant. Plaintiffs entered into an oral rental agreements and paid rent to Defendant pursuant to their rental agreement. This landlord-tenant relationship continued uninterrupted until Plaintiff CARRILLO and her son vacated Dwelling Unit

67. During their respective ownership periods, Defendant collected rent from Plaintiffs in violation of L.A.M.C. §151.04, which makes it unlawful for a property owner to collect excessive rent.

68. A landlord may not demand, accept or retain rent for any dwelling-unit unless said

1 dwelling-unit has been registered with the City of Los Angeles Housing + Community Investment  
2 Department as required by law. Plaintiffs' Dwellings were illegal units, illegally constructed  
3 without proper permits and inspections. Therefore, because Plaintiffs' unit was illegal, Defendant  
4 never registered these units with the Los Angeles Housing & Community Investment Department  
5 as required. Since Plaintiffs' units were not registered according to legal requirements, Defendant  
6 did not have any legal right to demand, accept or retain *any* rent from Plaintiffs and thus any rent  
7 demanded or collected is a violation of L.A.M.C. §151.04.  
8

9 69. As a direct and proximate result of the Defendant's violation of aforementioned Los  
10 Angeles Municipal Code, Plaintiffs have suffered and/or continue to suffer injuries, including the  
11 loss of rental payments for an illegal Unit that Defendant failed to register. Said damages are in an  
12 amount to be determined at trial, but no less than \$800.00 per month for each month the Dwelling  
13 Unit 1 was not registered and \$1,200.00 per month for each month the Dwelling Unit 2 was not  
14 registered, according to proof at trial.  
15

16 70. Los Angeles Municipal Code § 151.10 entitles Plaintiffs to treble damages for rent  
17 payments made during the relevant period.  
18

19 71. Similarly, Los Angeles Municipal Code § 151.10 allows for an award of reasonable  
20 attorney fees and costs as determined by the Court.  
21

22 **NINTH CAUSE OF ACTION**  
23 **FAILURE TO PAY RELOCATION ASSISTANCE – VIOLATION OF LOS ANGELES**  
24 **MUNICIPAL CODE §§ 151.04; 151.05; 151.09; 151.10.**  
25 **(By All Plaintiffs Against All Defendants and DOES 1-10)**  
26

27 72. Plaintiffs re-allege, and incorporate by reference each and every allegation contained in the  
28 preceding paragraphs of this Complaint as though set forth in full herein.

73. During the relevant time period and their respective ownership of the Subject Property,



1 Plaintiffs were in a landlord-tenant relationship with Defendant. Plaintiffs entered into rental  
2 agreement and paid rent to Defendant, occupying the premises pursuant to said rental agreements.  
3 These landlord-tenant relationships with Defendant started in 2014 for Plaintiff CARRILLO and  
4 ADAN and March, 2017, for Plaintiffs ROMERO and CASTANON and continue through  
5 February, 2020.

6  
7 74. The Subject Property and Plaintiffs' Units are subject to the Los Angeles Rent  
8 Stabilization Ordinance (LARSO). On or about November, 2019, the City of Los Angeles  
9 Department of Building & Safety issued a Substandard Order citing Defendant for illegal  
10 construction of Plaintiffs' dwelling. The Substandard Order cited Plaintiffs' unit as having been  
11 "constructed without the required permits and approvals. Defendant was ordered to "demolish and  
12 remove all construction work performed without the required permits."

13  
14 75. The Department of Building and Safety, by way of the Substandard Order, ordered  
15 Defendant to comply on or before December 15, 2019. It further ordered Defendant on "to secure  
16 all required permits." However, instead of obtaining the required permits and completing the  
17 repairs, in bold defiance of the applicable law and in an illegal attempt to circumvent the Los  
18 Angeles Rent Stabilization Ordinance, Defendant engaged in a pattern of harassment designed to  
19 force Plaintiffs to vacate the Dwelling, forcing Plaintiffs to vacate the Dwellings.

20  
21 76. Defendant had actual and/or constructive knowledge of their legal obligation to comply  
22 with the requirements of LARSO, L.A.M.C. § 151.00 *et seq.*, § 163.05 *et seq.*, and their legal  
23 obligation to follow the procedures set forth in LARSO. Nonetheless, Defendant refused to pay  
24 Plaintiffs the required relocation assistance and instead forced Plaintiffs to vacate the Dwelling.

25  
26 77. Plaintiffs are entitled to payment of relocation assistance under L.A.M.C. §151.09, in an  
27 amount of not less than \$21,200.00, per household, for Plaintiffs ROMERO and CASTANON,  
28

1 and \$11,150.00 for Plaintiffs CARRILLO and ADAN, but within the jurisdictional limit of this  
2 Court.

3 **TENTH CAUSE OF ACTION**

4 UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND  
5 PROFESSIONS CODE § 17200 ET SEQ.

6 (California Civil Code § 1942.4)

7 (By Plaintiffs against Defendant and DOES 1-10)

8 78. Plaintiffs re-allege, and incorporate by reference each and every allegation contained in the  
9 preceding paragraphs of this Complaint as though set forth in full herein.

10 79. Plaintiffs were responsible for paying her rent on a monthly basis during his tenancy with  
11 the Defendant.

12 80. Defendant's failure to maintain the Dwellings and failure to abate known habitability  
13 violations while demanding and/or collection rent, as well as the disconnection of utilities and  
14 failure to register the Dwelling with the City of Los Angeles or pay relocation, constitutes  
15 unlawful business practices. Proof of these violations is contained in the housing inspection report  
16 created by the DBS, as alleged herein above, had either actual or constructive knowledge of said  
17 violations. Moreover, as alleged above, the unlawful practices of the Defendant violated  
18 California Civil Code Sections 1942.4, and 1941.1, and LAMC Sections 151.04 and 151.09.  
19

20 81. Plaintiffs were responsible for paying monthly rent to the Defendant and/or for the benefit  
21 of the Defendant and were harmed and sustained economic injury as a result of the alleged  
22 unlawful business practices by having to pay full monthly rent for a dwelling that was illegal and  
23 that contained the material deficiencies as alleged herein.  
24

25 82. As a direct and proximate result of the aforementioned acts and omissions, the Defendant  
26 was unjustly enriched at the expense of Plaintiffs, and Plaintiffs are entitled to restitution in an  
27 amount to be proven at trial.  
28

1 **WHEREFORE**, the individual Plaintiffs pray for the following damages and relief:

- 2 1. For general and special damages in an amount of at least \$400,000 to be determined at trial;
- 3 2. For property damage in an amount to be determined at trial;
- 4 3. For restitution under L.A.M.C. §151.04 and Business and Professions Code § 17200, *et*
- 5 *seq.* in the amount of \$59,450.00;
- 6
- 7 4. For treble damages pursuant to L.A.M.C. §151.10.A in the amount of \$178,350.00;
- 8
- 9 5. For exemplary and punitive damages;
- 10 6. For a declaration that Plaintiffs are entitled to relocation fees of not less than \$32,350.00;
- 11 7. For relocation in the of \$32,350.00 pursuant to L.A.M.C. §163.02;
- 12 8. For penalty in the amount of \$16,175.00 pursuant to L.A.M.C. §163.06
- 13 9. For a determination that Defendant is not entitled to demand, collect or retain rents from
- 14 Plaintiffs for an illegal unit not registered with LAHCID;
- 15
- 16 10. For reasonable attorney's fees in an amount to be proven at the time of trial; and for costs of
- 17 suit according to proof, including those awarded pursuant to section 1021.5 of the Code of Civil
- 18 Procedure, and sections of the Los Angeles Municipal Code 151.09 and 151.10;
- 19 11. For pre- and post-judgment interest to Ca. Civil Code §§ 3288 and 3291: and
- 20 12. For any such other relief as the Court may deem just and proper.
- 21 13.

22 Date: July 20, 2020

LAW OFFICES OF CLEMENTE FRANCO


23   
24 Clemente Franco, Esq.  
25 Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury as to all issues and causes of action subject to a jury trial.

Date: July 20, 2020

LAW OFFICES OF CLEMENTE FRANCO

  
Clemente Franco, Esq.  
Attorneys for Plaintiff